INFORMATION TO OFFERORS OR QUOTERS	1 SOLICITATION NO.	2. (X one)	
	N00174-04-R-0049	a. SEALED BID	
	1	X b. NEGOTIATE	D (RFP)
(Section A - Cover Sheet)	1	c. NEGOTIATE	D (RFQ)
INSTRUCTIONS		020012	2 ( 🔾)
	ITV 01 41105 WILLIOU MAY	DD: V TO THE OOL	TD 4 OT
NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUN	ITY CLAUSE WHICH MAY A	APPLY TO THE CON	IRACI
RESULTING FROM THIS SOLICITATION.			
You are cautioned to note the "Certification of Non-Segragated Facilities" in the solicit	tation. Failure to agree to the	certification will rende	er your reply nonresponsive to the terms
of solicitation involving awards of contracts exceeding \$10,000 which are not exempt	from the provisions of the Fo	ual Opportunity claus	se
φ τ το τ		,	
"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other	solicitation documernts and	Sections of Table of C	Contents in this solicitation and should
be examined for applicability.			
See the provision of this solicitation entitled either "Late Bids, Modification of Bids or	Withdrawal of Bids" or "Late F	Proposals, Modification	ons of Proposals and Withdrawals of
Proposals".			
The envelope used in submitting your reply must be plainly marked with Solicitation N	lumber as shown above and	the date and local tin	ne set forth for bid opening or receipt of
proposals in the solicitation document.	ambor, ao ono wir abovo ana	the date did local til	to dot forth for bid oponing or foodipt of
If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete	e the information requested o	n reverse, fold, affix p	postage, and mail. NO ENVELOPE
IS NECESSARY.			
Replies must set forth full, accurate, and complete information as required by this soli	citation (including attachmen	ts) The penalty for n	paking false statements is prescribed
in 18 U.S.C. 1001.	onation (including attachmen	is). The penalty for h	laking raise statements is prescribed
ISSUING OFFICE (Complete mailing address, including Zip Code)	Supply Departm	ont Codo 114	2.1
3. 13301NG OFFICE (Complete mailing address, including Zip Code)	Indian Head Div		
	101 Strauss Ave		ARCEN
	Indian Head, Mo		
	iliulali rieau, ivid	i. 20040	
4. ITEM TO BE PURCHASED (Brief description)			
Sleeve Grain			
5. PROCUREMENT INFORMATION (X and complete as applicable)			
a. THIS IS A FULL AND OPEN PROCUREMENT			
<b>X</b> b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING	(X one). (See Section 1 of the	Table of Contents	
in this solicitation for details of the set-aside.)			
(1) Small Business (2) Labor Surplus Area Concern (3) Co	mbined Small Business/ Labo	or Area Concern	
6. ADDITIONAL INFORMATION:			
POC: KAREN TINDLEY, 1142J			
Email: tindleyka@ih.navy.mil			
Tel: (301)744-6385 Fax: (301)744-6547			
Tel. (301)/44-0363 Fax. (301)/44-034/			
FOR INFORMATION ON THIS PROCURE			
7 NAME AND ADDRESS	TELEPHONE (Area Coo	de, No. & Ext.)	NO
7 NAME AND ADDRESS Karen Tindley		de, No. & Ext.)	COLLECT
7 NAME AND ADDRESS	TELEPHONE (Area Coo	de, No. & Ext.)	

a. CANNOT COMPLY WITH SPECIFICATION CONTROL OF THE ITEM (S)  OTHER (Specify)  9. MAILING LIST INFORMATION (X ONE ITEM ITEM ITEM ITEM ITEM ITEM ITEM ITE	)		URE PROCUREMENTS OF THE
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)
DD FORM 1707 REVERSE, MAR 90 FOLD			
			AFFIX STAMP HERE
SOLICITATION NUMBER  N00174-04-R-0049  DATE (YYMMDD)  40920  LOCAL TIME 3:00 p.m.	INI 10 INI	PPLY DEPARTMENT DIAN HEAD DIVISION, NSWC 1 STRAUS AVENUE DIAN HEAD, MARYLAND 20640 DE:1142J	
FOLD			

SOLICITAT	ΓΙΟΝ, Ο	FFER A	ND AW	ARD	1. UI			T IS A RATED OR CFR 700)	DER	RATING DO-07	PAGE 1	OF 	PAGES 35
2. CONTRACT NO.		3. SOLICITA			E OF SOL	ICITATIO	ON 5	5. DATE ISSUED	6. REQUISITION	/PURCHASE NO.	· ·		
		N00174-04	I-R-0049		EALED I			19 Aug 2004					
7. ISSUED BY			CODE	N001	NEGOTIA	<u> </u>	' /	RESS OFFER TO	(Ifother than It	em7) CC	DDE		
NAVSEA INDIAN HEAD 101 STRAUSS AVE.			CODE	14001	17-		o. ADD	KL33 OFFER TO	(Hother than h	cm/)	)DE		
ATTN: KAREN TINDLEY 11	142J						S	ee Item 7					
TINDLEYKA@IH.NAVY.MIL INDIAN HEAD MD 20640-503	035		TEL: 301/7				0	ee iteiii i		TEL:			
		22 11 111	FAX: 301/74	14-6547						FAX:			
NOTE: In sealed bid solicitation	ons "offer" and "o	fferor" mean "b	id" and "bidder".		6		TATI	ON					
9. Sealed offers in orig	ginal and 2	conies	for furnishing	the su		OLICI			ne received at the	place specified in	Item 8 or i	f	
handcarried, in the de			.01 14111011111	_	Supply					3:00 PM local ti			14
•			1 77 77 . 1							(Hour)	(Date)		
CAUTION - LATE St conditions contained i			is, and With	drawals:	: See Sec	ction L,	Provi	sion No. 52.214	-7 or 52.215-1.	All offers are subje	ect to all ter	ms a	nd
10. FOR INFORMATION		ation.		T	B. TELEI	PHONE (	Include	area code) (NO	COLLECT CALLS) C	. E-MAIL ADDRESS	;		
CALL:	KAREN TIN	DLEY			301/7	44-6385		, ,	tir	ndleyka@ih.navy.mil			
	•						OF CO	ONTENTS	•				
(X) SEC.		CRIPTION		I	PAGE(S	) (X)	SEC.		DESCRI				PAGE(S)
V	PARTI - T					1 , 1	· 1.			RACTCLAUSES			45 40
X A SOLICITAT X B SUPPLIES O					<u>1</u> 2 - 4	X     P/		CONTRACT CL		HIBITS AND OT	HED ATTA	CHN	15 - 19 MENTS
X C DESCRIPTION					<del>2 - 4</del> 5	$\frac{1}{X}$		LIST OF ATTA		IIDIIS AND O II	HEX ATTA		20
X D PACKAGIN					6					NS AND INSTR	UCTIONS		
X E INSPECTIO	ON AND ACC	CEPTANCE	3		7	-x			IONS, CERTIFIC				
X F DELIVERIE					8-9		(		MENTS OF OFF			_	21 - 31
X G CONTRACT X H SPECIAL CO				-	<u>10 - 13</u>	X				ES TO OFFERORS	<u> </u>	$\dashv$	32 - 34 35
X   H   SPECIAL CO	ONTRACT	REQUIREN			14 (Must)			pleted by offer	FACTORS FOR A	AWARD			33
NOTE: Item 12 does	not apply if	the solicita											
12. In compliance with										o. O calendar days unl	ess a differe	nt p	eriod
is inserted by the offe	eror) from the	he date for	receipt of of	fers spe	ecified at	ove, to	furnis	h any or all item					
each item, delivered	at the design	ated point(	s), within the	time s	pecified	in the s	chedul	e.					
13. DISCOUNT FOR 1 (See Section I, Cla													
14. ACKNOWLEDGN			NTC		AMEND	MENIT	NO	DATE	AME	NDMENT NO.	Г	ATE	2
(The offeror ackn					AIVIENL	IVIENI	NO.	DATE	Alvie	INDIVIENT NO.	L	AII	5
to the SOLICITA			elated										
documents number	rea ana dated	ODE				FACIL	TV		16 NAME AND	TITLE OF PERS	ON AUTHO	)DI7	EDTO
AND		CODE				17 CIL					ON AUTTR	ж	EDIO
ADDRESS									SIGN OFFER	(Type or print)			
OF OFFEROR													
OFFEROR													
15B. TELEPHONE N	NO (Include a	area code)			REMITTA				17. SIGNATURI	<u> </u>	18. OFF	ER D	<b>D</b> ATE
					ENT FRO			TER					
								pleted by Gove	ernment)				
19. ACCEPTED AS TO IT	EMS NUMBEI	RED	20. AMC		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(100		•	NG AND APPROPR	IATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:				23. SUBMIT	INVOICES TO A	DDRESS SHOWN	IN ITI	EM					
10 U.S.C. 2304(c)( ) 41 U.S.C. 253(c)( )				+	otherwise specified)								
24. ADMINISTERED BY (Ifother than Item7) CODE				25. PAYMENT	WILL BE MADE BY		CODE						
26. NAME OF CONTRACT	ING OFFICER	(Type or p	rint)					27. UNITED STA	ATES OF AMERICA		28. AWAI	RD D	ATE
TEL:		EMA	IL:					(Sionatura	e of Contracting Offic	er)			

Section B - Supplies or Services and Prices

This item to be procured from this solicitation is a component on the NAVSEA Indian Head Qualified Bidder's List. (QBL) To be considered eligible for award, offeror's must be aproved sources in accordance with the NAVSEA QBL Qualification Plan. Note: Qualification could require substantial initial investment and/or an extended qualification time period. In accordance with FAR 9.202(e), the Contracting Officer will not delay a proposed award in order to provide a potential offeror with an opportunity to demonstrate its ability to meet the qualification requirements.

Please contact Ms. Karen Tindley, <u>tindleyka@ih.navy.mil</u> if you which to learn more about the NAVSEA QBL Program.

ITEM NO 0001	SUPPLIES/SERVICES	QUANTITY 1,500	UNIT EA	UNIT PRICE \$	\$ AMOUNT
	Sleeve Grain in accordance	e with drawing 11	820366		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

Option 1 SAME AS CLIN 0001

#### STEPLADDER PRICING

STEPLADDER NAME CLIN 0002	ITEM NO 0002AA 0002AB 0002AC	FROM QUANTITY 100 501 1,001	TO QUANTITY 500 1,000 1,500	UNIT PRICE \$ \$ \$
	0002AC 0002AD	1,501	2,000	\$

Page 3 of 35

ITEM NO 0003	SUPPLIES/SERVICE Option 2 SAME AS C	-	UNIT	UNIT PRICE	Ç	AMOUNT
	PLADDER PRICING					
	PLADDER NAME I 0003	ITEM NO 0003AA 0003AB 0003AC 0003AD	FROM QUANTITY 100 501 1,001 1,501	TO QUANTITY 500 1,000 1,500 2,000	UNIT PRICE \$ \$ \$ \$	
ITEM NO 0004	SUPPLIES/SERVICE Option 3 SAME AS C		UNIT	UNIT PRICE		AMOUNT
STEP	PLADDER PRICING					
	PLADDER NAME   0004	ITEM NO 0004AA 0004AB 0004AC 0004AD	FROM QUANTITY 100 501 1,001 1,501	TO QUANTITY 500 1,000 1,500 2,000	UNIT PRICE \$ \$ \$ \$	
ITEM NO 0005	SUPPLIES/SERVICE Option 4 SAME AS C		UNIT	UNIT PRICE		AMOUNT
STEP	PLADDER PRICING					
	PLADDER NAME I 0005	ITEM NO 0005AA 0005AB 0005AC 0005AD	FROM QUANTITY 100 501 1,001 1,501	TO QUANTITY 500 1,000 1,500 2,000	UNIT PRICE \$ \$ \$ \$ \$	

NOTE: Should the Government choose to exercise the options, each option will be exercised for one quantity only. Under no circumstance will the options be exercised for all four quantities. Once a particular option has been exercised, that option is no longer available.

CLAUSES INCORPORATED BY FULL TEXT

#### HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

Section C - Descriptions and Specifications

#### CLAUSES INCORPORATED BY FULL TEXT

# HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

#### CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

Section D - Packaging and Marking

#### SECTION D

#### SPECIAL PACKAGING REQUIREMENTS

- A. Insert unit into any poly-bag with a minimum thickness of .002 inch. Each unit may either be heated, sealed, taped or ziplocked.
- B. After completion of the above requirements, the components are to be bulk packaged for shipment to the Indian Head Division, Naval Surface Warfare Center. Note: The shipping containers must be legibly marked on two surfaces with the contract number, part name, part number and quantity.

CLAUSES INCORPORATED BY FULL TEXT

# HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

# IHD 31 - MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

- (a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."
- (b) Additional markings are stated below:

Contract No: N00174-04-C-

Bldg: 268M

Code: 2220D

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

#### Section E - Inspection and Acceptance

#### CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of SuppliesFixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

#### CLAUSES INCORPORATED BY FULL TEXT

# 52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

ISO 9000 OR EQUIVALENT

# IHD 46 - <u>SAMPLING OF RECEIVED MATERIAL - MAN-RATED MATERIAL (NAVSEA/IHD) FEB</u> 2000

(a) When the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. receipt inspects man-rated material under this contract for rockets, catapults, cartridge actuated devices and their component parts, the following sampling procedures will be used in accordance with:

MIL-STD-105D - Level II with: AQL of .040 for criticals AQL of 1.00 for majors AQL of 2.50 for minors

- (b) In all cases the acceptance number will be ZERO (0), the lot will be rejected for any defect.
- (c) Notwithstanding the above, the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. may, at its discretion, accept a defect on a waiver on a case-by-case basis.

### IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

# IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

#### Section F - Deliveries or Performance

#### CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

#### CLAUSES INCORPORATED BY FULL TEXT

### 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

#### REQUIRED DELIVERY SCHEDULE

CLINS	DELIVERY DATE	UNIT	QTY	SHIP TO ADDRESS
0001	90 DAYS AFTER	EA	1,500	NAVSEA INDIAN HEAD DIVISION
	AWARD OF CONTR	ACT		RECEIVING OFFICER
				ATTN: ANN DUVALL, Code 2220D
				101 STRAUSS AVENUE
				INDIAN HEAD MD 20640-5035

#### **OPTIONS 2 THROUGH 5**

ITEMS NUMBER	QTY	REQUIRED BY	SHIP TO ADDRESS
CLIN 0002 THRU 0005	*	90 DAYS AFTER OPTION IS EXERCISED	NAVSEA INDIAN HEAD DIVISION RECEIVING OFFICER ATTN: ANN DUVALL, CODE 2220D 101 STRAUSS AVENUE INDIAN HEAD, MD 20640-5035

## \*TO BE DETERMINED WHEN OPTION IS EXERCISED

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

# OFFEROR'S PROPOSED DELIVERY SCHEDULE

Within Days			
After Date			
Item No. Quantity	of Contract		

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

### IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer Indian Head Division Naval Sea Systems Command 101 Strauss Avenue Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

Section G - Contract Administration Data

#### CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference

**DEC 1991** 

#### CLAUSES INCORPORATED BY FULL TEXT

#### IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

- (a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (l) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 2220D.
- (b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

# NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the-solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting

classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

- (e) The contractor shall prepare:
  - a separate invoice for each activity designated to receive the supplies or services.
  - X a consolidated invoice covering all shipments delivered under an individual order.
    - either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will

forward acceptance verification to the designated payment office.

#### INVOICE MAILING INSTRUCTIONS

MAIL INVOICES TO: INDIAN HEAD DIVISION – NAVSEA COMPTROLLER DEPT., CODE 021

ACCOUNTING AND FINANCE DIVISION BLDG. 1601

**101 STRAUSS AVENUE** 

INDIAN HEAD, MD 20640-5035

**NOTE:** It is extremely important that your invoice be mailed to the address cited above. **FAILURE TO DO WILL RESULT IN A DELAY OF YOUR PAYMENT.** Informational copies of the invoice may be mailed to the contract administrator and/or the technical point of contact; however, the official invoice must be mailed to the Indian Head Comptroller Department.

#### HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor <u>must</u> initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor' administer the contract if such address is different from the address shown on the SF 26 or SF 33, a	•

#### IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator: Daisy DuBose Phone Number: (301)744- 6746 Payments/Invoicing: Geneve Wesley
Phone Number: (301)744- 4840

Technical Representative: Ann Duvall
Phone Number: (301)744-2425

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Patsy Kragh at (301) 744-6669.

# IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

- 1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.
- 2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	01 January
Martin Luther King's	19 January
Birthday	
President's Day	16 February
Memorial Day	31 May
Independence Day	5 July
Labor Day	6 September
Columbus Day	11 October
Veteran's Day	11 November
Thanksgiving Day	25 November
Christmas Day	24 December

- \* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.
- 3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

AREA	FROM	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M	11:00 A.M
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

## IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000

- (a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be () maintained by the contractor for a minimum of one (l) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: Code 2220D).
- (b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

- (c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.
- (d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.
- (e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

Section H - Special Contract Requirements

#### CLAUSES INCORPORATED BY FULL TEXT

## 5252.202-9101 <u>ADDITIONAL DEFINITIONS (MAY 1993)</u>

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) <u>National Item Identification Number (NIIN)</u>. The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
- (2) <u>National Stock Number (NSN)</u>. The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

#### NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION TITLE

K Representations, Certifications and Other Statements of Offerors (Bidders)

L Instructions, Conditions, and Notices to Offerors (Bidders)

M Evaluation Factors for Award

# Section I - Contract Clauses

# CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.202-1	Gratuities	
52.203-5 52.203-5		APR 1984 APR 1984
	Covenant Against Contingent Fees Restrictions On Subcontractor Sales To The Government	
52.203-6		JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal of	rJAN 1997
52.203-10	Improper Activity Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-10	Limitation On Payments To Influence Certain Federal	JUN 2003
32.203-12	Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-5	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and RecordsNegotiation	JUN 1999
	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-8		OCT 1997 OCT 1997
52.215-14	Integrity of Unit Prices	
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data Modifications	OCT 1997
52 210 6	Than Cost or Pricing DataModifications Notice Of Total Small Business Set-Aside	H IN 2002
52.219-6	Utilization of Small Business Concerns	JUN 2003 MAY 2004
52.219-8		
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor Cooperation with Authorities and Remedies	JUN 2004
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans	DEC 2001
	Of The Vietnam Era, and Other Eligible Veterans	
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned	JUN 2000
	Economic Enterprises	
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
	Infringement	
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-16 Alt I	Progress Payments (Apr 2003) - Alternate I	MAR 2000

52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
32.232 33	Registration	2002
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	ChangesFixed Price	AUG 1987
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-	MAY 2004
	Price)	
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	MAR 1999
	Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site	NOV 1995
	Inspection Under The Intermediate Range Nuclear Forces	
	(INF) Treaty	
252.209-7001	Disclosure of Ownership or Control by the Government of a	MAR 1998
	Terrorist Country	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAR 1998
	The Government of a Terrorist Country	
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.225-7025	Restriction on Acquisition of Forgings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

# 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 365 DAYS AFTER AWARD OF CONTRACT OR 365 DAYS AFTER EXERCISE OF OPITION. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."------

The Contractor shall insert the name of the substance(s).

(End of clause4)

# 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)...

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

- (b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.
- (c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.
- (d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.
- (e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/

http://www.acq.osd.mil/dp/dars/dfars/dfars.html

#### 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

- (a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:
- (1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).
- (2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.
- (3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.
- (b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.
- (c) When placing orders for Government stock, the Contractor shall --
- (1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;
- (2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;
- (3) Order only those items required in the performance of Government contracts; and
- (4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the

authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

- (d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.
- (e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address (include point of contact and telephone number )

(End of clause)

# Section J - List of Documents, Exhibits and Other Attachments

# SECTION J

# LIST OF ATTACHMENTS

- 1. DRAWING 11820366
- 2. DETAIL CERTIFICATION SHEET

ATTACHMENTS WILL BE AT THE END OF THE SOLICITATION.

#### Section K - Representations, Certifications and Other Statements of Offerors

#### CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To	APR 1991
	Influence Certain Federal Transactions	
52.222-38	Compliance with Veterans' Employment Reporting	DEC 2001
	Requirements	
252.209-7001	Disclosure of Ownership or Control by the Government of a	MAR 1998
	Terrorist Country	

#### CLAUSES INCORPORATED BY FULL TEXT

# 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
- (i) Those prices,
- (ii) The intention to submit an offer, or
- (iii) The methods of factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison \_\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
(End of clause)
52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)
(a) Definitions.
Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(d) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Partnership;

Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name
TIN
(End of provision)
52.207-4 ECONOMIC PURCHASE QUANTITYSUPPLIES (AUG 1987)
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.
Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.  OFFEROR RECOMMENDATIONS
PRICE ITEM QUANTITY QUOTATION TOTAL
(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.
(End of provision)

# 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
- (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or
County, 21p Code)	Respondent

(End of provision)

- 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) ALTERNATE I (APR 2002)
- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332995.
- (2) The small business size standard is 500 EMPLOYEES.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern

or concerns that are participating in the joint venture:	) Each HUBZone small business concern d copy of the HUBZone representation.
(7) (Complete if offeror represented itself as disadvantaged in check the category in which its ownership falls:	a paragraph (b)(2) of this provision.) The offeror shall
Black American.	
Hispanic American.	
Native American (American Indians, Eskimos, Aleuts, o	or Native Hawaiians).
Asian-Pacific American (persons with origins from Burdapan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietna Pacific Islands (Republic of Palau), Republic of the Marshall Commonwealth of the Northern Mariana Islands, Guam, Sam or Nauru).	m, Korea, The Philippines, U.S. Trust Territory of the Islands, Federated States of Micronesia, the
Subcontinent Asian (Asian-Indian) American (persons v Lanka, Bhutan, the Maldives Islands, or Nepal).	vith origins from India, Pakistan, Bangladesh, Sri
Individual/concern, other than one of the preceding.	
(c) Definitions. As used in this provision	
Service-disabled veteran-owned small business concern	
(1) Means a small business concern	
(i) Not less than 51 percent of which is owned by one or more publicly owned business, not less than 51 percent of the stock veterans; and	
(ii) The management and daily business operations of which a or, in the case of a service-disabled veteran with permanent at of such veteran.	•
(2) Service-disabled veteran means a veteran, as defined in 38 connected, as defined in 38 U.S.C. 101(16).	3 U.S.C. 101(2), with a disability that is service-
"Small business concern," means a concern, including its affil dominant in the field of operation in which it is bidding on Go under the criteria in 13 CFR Part 121 and the size standard in	overnment contracts, and qualified as a small business
Veteran-owned small business concern means a small business	ss concern
(1) Not less than 51 percent of which is owned by one or mor case of any publicly owned business, not less than 51 percent veterans; and	
(2) The management and daily business operations of which a	are controlled by one or more veterans.
"Women-owned small business concern," means a small business	ness concern

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ( ) It has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

# 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- ( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- ( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094.
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- ( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

- (b) Evaluation. The Government--
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:
(Line Item Number Country of Origin)
(Country of Origin)
(3) The following end products are other foreign end products:
(Line Item Number)
(Country of Origin) (If known)
(End of provision)

#### 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
- (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--
- (i) Exceeds \$500,000 in value; and
- (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for--
- (1) Subcontracts;

- (2) Purchases; and
- (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using--
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
- (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror represents that it:
- \_\_\_\_(1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- \_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### 5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

- (a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.
- (b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

### Class I ODS Identified Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the

specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of Notice)

#### Section L - Instructions, Conditions and Notices to Bidders

#### CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990
52.215-1	Instructions to OfferorsCompetitive Acquisition	JAN 2004

#### CLAUSES INCORPORATED BY FULL TEXT

# 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE SUPPLY contract resulting from this solicitation.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

PATSY KRAGH, CODE 1142P NAVSEA INDIAN HEAD DIVISION 101 STRAUSS AVENUE INDIAN HEAD, MD 20640-5035

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov

- (a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.
- (b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--
- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLIS; and
- (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

# HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

- (a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to NAVSEA INDIAN HEAD DIVISION\_, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.
- (b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.
- (c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.
- (d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal

to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

# HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

Section M - Evaluation Factors for Award

### CLAUSES INCORPORATED BY FULL TEXT

# 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

# HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

# **DETAIL CERTIFICATION SHEET**

To: Indian Head Division
Naval Surface Warfare Center
101 Strauss Avenue
Indian Head, Md. 20640-5035
Attention: Code 2220D

Contract/Purchase Order Number	er		· · · · · · · · · · · · · · · · · · ·		
Drawing/Specification Number		11820366			
Item Name/Program		SLEEVE(GRAIN)	CKU 7/A		
Number of Units		500	)		
		Required To * Forward	I Will Forward These Test/Data Results/Certs Attached To This Sheet	I WIII Maintain These Certs	
Material	OII IIIC	COA	Attached to this sheet	On File	
Hardness Test					
Pressure/Leak Test		coc			
Heat Treat					
Welding					
Magnetic Particle Inspection					
Ultrasonic Inspection					
Radiographic Inspection					
Dye Penetration Inspection					
Protective Finish					
Surface Finish		coc			
Other					
*COA - Certificate of Analysis					
*COC - Certificate Of Compliance			(Authorized Signature)		

Attachment (2)

